

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schwan's IP, LLC		05/04/2007	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&S Fine Foods, Inc.		
<b>Street Address:</b>	P.O. Box 8011		
<b>City:</b>	Charlottesville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22906		
<b>Entity Type:</b>	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3131733	IMPROMPTU GOURMET	
Registration Number:	2958145	IMPROMPTU GOURMET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-344-4000		
<b>Email:</b>	maauberger@venable.com		
<b>Correspondent Name:</b>	Marcia A. Auburger		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20043-9998		
<b>ATTORNEY DOCKET NUMBER:</b>	43339-242436		
<b>NAME OF SUBMITTER:</b>	Marcia A. Auburger		
<b>Signature:</b>	/Marcia A. Auburger/		

CH \$65.00 3131733

Date:

06/05/2007

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT ("Assignment")**, dated effective as of April 30, 2007, is by and between Schwan's IP, LLC, a Minnesota limited liability company, having an address of 115 West College Drive, Marshall, Minnesota 56258 ("Assignor"), and M&S Fine Foods, Inc., a Virginia corporation, having a mailing address of PO Box 8011, Charlottesville, Virginia 22906 ("Assignee").

### **RECITALS**

- A. Assignor is the owner of the marks "IMPROMPTU GOURMET & Design" and U.S. Reg. No. 3,131,733 therefor, and "IMPROMPTU GOURMET" and U.S. Reg. No. 2,958,145 therefor (collectively, the "Marks").
- B. Simultaneously with the execution of this Assignment, the Assignee and Assignor are entering into an Asset Sale Agreement (the "**Purchase Agreement**") pursuant to which, among other things, the Assignee is purchasing certain assets exclusively related to the Business (as defined in the Purchase Agreement), including the Marks.
- C. Assignee is desirous of acquiring from Assignor all right, title and interest in and to said Marks.
- D. This Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.
- E. Capitalized terms not expressly defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, the parties hereby agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the following terms and conditions:

1. Assignor hereby sells, assigns and transfers, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to the Marks, along with the registrations and applications therefor, and all goodwill associated with the Marks.
2. Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to execute, file and deliver such instruments in the United States as may be necessary, appropriate or desirable to establish Assignee's record ownership of the Marks.
3. Assignee shall be responsible for all maintenance of the Marks, including renewals and other actions required to protect and maintain rights in and to the Marks. Upon Assignee's reasonable request, Assignor shall provide Assignee with information and other assistance related to the Marks, but at the sole expense of Assignee.

4. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Upon execution of this Assignment, Assignor shall deliver to Assignee all documents and materials pertaining to the Marks.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative.

SCHWAN'S IP, LLC

Dated: May 4, 2007

By: [Signature]

Its: CEO

State of Minnesota        )  
  )  
County of Lyon            )

On this 4 day of May, 2007, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that he had authority to sign the above Assignment, on his behalf and that he did so of his free will, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[Signature]  
Notary Public



*[Signature Page to Trademark Assignment]*

M&S FINE FOODS, INC.

Dated: May 7, 2007

By: Donald H. G. Long, Jr.

Its: Secretary / Treasurer

State of Virginia )

County of Aldemunde )

On this 7 day of MAY, 2007, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Assignment, on his/her behalf and that s/he did so of her/his free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.

[Signature]  
Notary Public 9/30/11

*[Signature Page to Trademark Assignment]*